

31 North Fourth Street (Cinruss Building)
Easton
Northampton County
Pennsylvania

HABS No. PA-5140

HABS,
PA,
48-EATO,
2-

PHOTOGRAPHS

HISTORICAL AND DESCRIPTIVE DATA

HISTORIC AMERICAN BUILDINGS SURVEY

HABS No. PA-5140

31 NORTH FOURTH STREET (Cinruss Building)

Location: 31 North Fourth Street, Easton, Northampton County,
Pennsylvania

Present Owner: Easton Redevelopment Authority, Third and Riverside
Drive, Easton, Pennsylvania 18042

Present Occupant
and Use: Vacant

Significance: This nineteenth century building contributes to the
streetscape and is a reminder of pre-Civil War
commercial architecture.

PART I. HISTORICAL INFORMATION

A. Physical History:

1. Date of erection: ca. 1857 (date building first appears on
map of city)
2. Architect: Unknown
3. Original and subsequent owners: See Supplemental Material
for Abstract of Title and Title Search.

B. Sources of Information:

1. Bibliography:

- a. Maps: Hurley Map (1857) (Easton Public Library)
Bird's Eye View of Easton (1873) (E.P.L.)
Beer's Atlas (1874) page 35 (E.P.L.)
Sanborn Map, 1919, Sec. 6 (City Engineer's Office)
Sanborn Map, 1927, Sec. 1 (C.E.O.)
- b. Title Search, Recorder of Deeds, Northampton County,
Pennsylvania
- c. Supplemental Material:

ABSTRACT OF TITLE

| | |
|---------------------------------|------------|
| In re: Premises Designated as : |) |
| No. 31 North Fourth Street in : |) |
| the City of Easton, County of : |) Block 4 |
| Northampton and State of : |) |
| Pennsylvania : |) Parcel 2 |
| |) |
| |) |
| |) |

DESCRIPTION A

All that certain messuage, tenement, lot or piece of land with the buildings thereon erected, situate at the northeast corner of North Fourth Street and Church Street, in the City of Easton, County of Northampton, State of Pennsylvania, extending along North Fourth Street northwardly 30 feet and of that width in depth eastwardly 123 feet, 8 inches.

Bounded on the north and east by land late of the Estate of Jonathan Moore, on the south by said Church Street, and on the west by North Fourth Street.

DESCRIPTION A-1

All that certain three story brick dwelling house and all those certain two frame dwelling houses and the lot or piece of ground whereon the said dwelling houses are erected, the said lot or piece of ground being situated on the east side of North-Fourth Street, (formerly called Hamilton Street in the Borough of Easton, aforesaid, and containing on front on said Street thirty (30) feet and extending in depth of that width eastwardly one hundred and twenty (120) feet. Bounded on the North by ground of Jonathan Moore (late of Christian Butz) on the East by ground of the said Jonathan Moore (late of the said Christian Butz), on the South by Church Street, and on the West by North Fourth Street, formerly called Hamilton Street.

Being a part of the lot marked in the General Plan of the said Borough of Easton - No. 164.

DESCRIPTION B

ADVERSE DEED

All that certain messuage, tenement, lot or piece of land situate on the north side of Church Street, in the City of Easton, County of Northampton and State of Pennsylvania, more particularly bounded and described as follows, to wit:

Beginning at a point on the north side of Church Street, said point being distant 113 feet 8 inches, more or less, from the northeast corner of North Fourth and Church Streets; thence extending in an eastwardly direction along the north side of said Church Street a distance of 10 feet to other land now the property of the parties of the second part; thence extending of that width in depth in a northwardly direction a distance of 30 feet, more or less, to other land now the property of the parties of the second part.

It being bounded on the north and east by other lands now the property of the parties of the second part, on the south by Church Street and on the west by other lands now the property of the parties of the first part.

CHAIN OF TITLE

DEED

| | | |
|-----------------|---|-----------------------------|
| Enoch N. Arnold |) | Deed dated: May 1, 1880 |
| |) | Recorded: F - 16 - 411 |
| to |) | Description: A-1 |
| |) | Consideration: \$8,400.00 |
| Henry Shipman |) | Acknowledged: May 1, 1880 |
| |) | Entered: September 24, 1880 |
| |) | Warranty: General |

Henry Shipman died intestate on June 21, 1910 - see Register's File #18433. The widow of Henry Shipman was Anna M. Shipman. However, Fannie Shipman was appointed administratrix.

This estate was settled by Robert A. Stotz, Esquire. See Miscellaneous Book 52, Page 53 - this is a release to Fannie Shipman, Administratrix of the Estate of Henry Shipman. It recites that Anna Shipman and Jeanette Shipman were the widow and daughter of Henry Shipman.

See recital in Deed Book E, Volume 44, Page 324 - dated July 11, 1917. Recites that Henry Shipman died intestate leaving to survive him, a widow, Anna Shipman, now deceased, and two daughters, Jennie Shipman and Fannie Shipman Dalrymple. This deed recites that Jennie Shipman was unmarried.

The estate papers also refer to a Jennie Shipman.

DEED

| | | |
|---------------------------|---|-----------------------------|
| Fannie S. Dalrymple and |) | Deed dated: April 2, 1914 |
| Evan Dalrymple, her hus- |) | Recorded: B - 42 - 182 |
| band and Jeanette Shipman |) | Description: A |
| |) | Consideration: \$24,000.00 |
| to |) | Acknowledged: April 2, 1914 |
| |) | Entered: November 30, 1914 |
| Walker H. Ashton |) | Warranty: Special |
| |) | |

No marital status is given for Jeanette Shipman.

Walker H. Ashton died March 25, 1920. His will is recorded in Will Book 23, Page 16, and is dated March 25, 1920. It authorizes the Executors to sell and convey real estate. The Easton Trust Company was appointed as Executor.

Inventory includes 31 North 4th Street, Easton, Pennsylvania - \$24,000.00 - and 35 North 4th Street, Easton, Pennsylvania - \$20,000.00. Premises at 31 No. 4th Street were sold to Frank S. Johnson for \$32,000.00 - including the assumption of a \$24,000.00 mortgage. Premises at 35 No. 4th Street were sold to George B. Sherry and Horace L. Magee for \$25,000.00 - including the assumption of a \$20,000.00 mortgage.

NOTE: This deed conveyed Description A. Although the grantors only owned 120 feet in depth - see Description A-1.

On November 12, 1918, Walter H. Ashton purchased the property to the north and east of these premises. See Deed Book C, Volume 46, Page 331.

DEED

| | | |
|----------------------------|---|---------------------------------|
| The Easton Trust Company, |) | Deed dated: November 19, 1921 |
| Executor of the last Will |) | Recorded: C - 49 - 126 |
| and Testament of Walter H. |) | Description: A |
| Ashton, deceased |) | Consideration: \$8,000.00 |
| |) | Acknowledged: November 19, 1921 |
| to |) | Entered: November 21, 1921 |
| |) | Warranty: None |
| Frank S. Johnson |) | |
| |) | |

Whereas, Walter H. Ashton became in his lifetime seized of the hereinafter described premises and being so seized thereof died leaving a last Will dated March 25, 1920, wherein he authorized his Executors to sell real estate and appointed as Executors Catherine M. Ashton and the Easton Trust Company.

Letters Testamentary were issued only to the Easton Trust Company.

Subject to a mortgage of \$24,000.00

When this conveyance was made, because Walter H. Ashton had previously purchased the adjoining premises, he actually owned Description A and the conveyance here is proper.

DEED

| | | |
|-----------------------|---|-------------------------------|
| Frank S. Johnson and |) | Deed dated: January 3, 1923 |
| Josephine H. Johnson, |) | Recorded: C - 50 - 275 |
| his wife |) | Description: A |
| |) | Consideration: \$36,000.00 |
| to |) | Acknowledged: January 3, 1923 |
| |) | Entered: January 4, 1923 |
| Meyer Feinberg |) | Warranty: General |
| |) | |

*
Subject to a mortgage of \$24,000.00.

(Note: This was really two \$12,000.00 mortgages! Mortgage Book 214, Page 305 and Mortgage Book 214, Page 307.)

DEED

| | | |
|--------------------|---|-----------------------------|
| Meyer Feinberg and |) | Deed dated: July 12, 1923 |
| Minnie Feinberg, |) | Recorded: D - 51 - 135 |
| his wife |) | Description: A |
| |) | Consideration: \$1.00 |
| to |) | Acknowledged: July 11, 1923 |
| |) | Entered: July 12, 1923 |
| Henry L. Weitzman |) | Warranty: General |
| |) | |

DEED

| | | |
|-------------------------|---|---------------------------------|
| Henry L. Weitzman and |) | Deed dated: November 27, 1923 |
| Dora Weitzman, his wife |) | Recorded: A - 52 - 68 |
| |) | Description: A |
| to |) | Consideration: \$1.00 |
| |) | Acknowledged: November 27, 1923 |
| Charles Goldsmith |) | Entered: November 27, 1927 |
| |) | Warranty: General |
| |) | |

DEED

| | | |
|----------------------------|---|--------------------------------|
| Charles Goldsmith (single) |) | Deed dated: January 21, 1924 |
| |) | Recorded: G - 51 - 629 |
| to |) | Description: A |
| |) | Consideration: \$1.00 |
| Charles F. Saub |) | Acknowledged: January 21, 1924 |
| |) | Entered: January 22, 1924 |
| |) | Warranty: General |
| |) | |

Subject to two mortgages together amounting to \$34,000.00.
The first mortgage being \$24,000.00 - and the second mortgage being \$10,000.00

DEED

| | | |
|------------------------|---|-----------------------------|
| Charles F. Daub and |) | Deed dated: July 15, 1924 |
| Emma E. Daub, his wife |) | Recorded: F - 53 - 50 |
| |) | Description: A |
| to |) | Consideration: \$1.00 |
| |) | Acknowledged: July 15, 1924 |
| Allan F. Stacy |) | Entered: July 15, 1924 |
| |) | Warranty: General |
| |) | |

Subject to two mortgages together amounting to \$34,000.00.
The first mortgage being \$24,000.00 - and the second mortgage being
\$10,000.00.

DEED

| | | |
|-------------------------|---|--------------------------------|
| Allan F. Stacy (single) |) | Deed dated: January 12, 1925 |
| |) | Recorded: A - 54 - 322 |
| to |) | Description: A |
| |) | Consideration: \$1.00 |
| Nathan Ytkin |) | Acknowledged: January 12, 1925 |
| |) | Entered: January 12, 1925 |
| |) | Warranty: General |
| |) | |

DEED

| | | |
|--------------------|---|---------------------------------|
| Nathan Ytkin and |) | Deed dated: February 11, 1926 |
| Ida S. Ytkin, his |) | Recorded: D - 55 - 151 |
| wife |) | Description: A |
| |) | Consideration: \$1.00 |
| to |) | Acknowledged: February 11, 1926 |
| |) | Entered: February 11, 1926 |
| James L. Smith and |) | Warranty: General |
| Robert R. Smith |) | |
| |) | |

See Miscellaneous Book 78, Page 154 - Pennsylvania Edison
Company has a right to maintain a bracket on this building for
electric lines - December 20, 1927.

DEED

| | | |
|---------------------------|---|-------------------------------|
| James L. Smith, Bankrupt |) | Order dated: October 22, 1931 |
| |) | Recorded: E - 56 - 237 |
| to |) | Entered: December 21, 1931 |
| |) | Bankruptcy 314858 |
| Albert M. Pepper, Trustee |) | |

District Court of the United States, Eastern District of
Pennsylvania, declares James L. Smith, Bankrupt. Albert M. Pepper
appointed as trustee and his bond approved in the amount of \$2,500.00

| | | |
|---------------------------|---|--------------------------------|
| Robert R. Smith, Sr., |) | Order Issued: October 22, 1931 |
| Bankrupt |) | Recorded: H - 36 - 238 |
| |) | Entered: December 21, 1931 |
| to |) | Bankruptcy: #14857 |
| Albert M. Pepper, Trustee |) | |
| |) | |

District Court of the United States, Eastern District of Pennsylvania declares Robert R. Smith, Sr., bankrupt. Albert M. Pepper, appointed as trustee and his bond approved in the amount of \$2,500.00

DEED

| | | |
|--------------------------------------|---|---------------------------------|
| Albert M. Pepper, Trustee of the |) | Deed Dated: December 29, 1931 |
| Bankrupt Estates of Robert R. Smith, |) | Recorded: D - 64 - 60 |
| Sr., and James L. Smith, Bankrupts |) | Description: A |
| |) | Consideration: \$1.00 plus |
| to |) | three mortgages |
| |) | Acknowledged: December 29, 1931 |
| First National Bank and Trust |) | Entered: April 1, 1932 |
| Company of Easton, Pennsylvania, |) | Warranty: None |
| a United States corporation. |) | |

Whereas, the said Robert R. Smith, Sr. and James L. Smith, upon petitions duly filed in the District Court of the United States for the Eastern District of Pennsylvania, were individually adjudicated voluntary bankrupts on October 22, 1931, by the court, the said causes respectively docketed as #14,857 and #14,858, and

Whereas, the said Robert R. Smith and James L. Smith were at the time of their adjudication as voluntary bankrupts, the joint owners in fee simple of the premises - Description A.

Whereas, at a Court of Bankruptcy held in Easton on November 9, 1931, Albert M. Pepper was duly appointed Trustee of the said Bankrupt Estates, and

Whereas, Albert M. Pepper as Trustee has presented a petition for the sale of these premises at a Court of Bankruptcy held December 11, 1931, together with a waiver of notice of lien creditors and other advertisement, and there being no objections the order was entered that day.

Whereupon, Albert M. Pepper, on December 28, 1931, exposed said premises to public sale - subject to the taxes and municipal

Liens thereon and sold same to First National Bank and Trust Company of Easton, Pennsylvania, and the sale was confirmed on December 28, 1931.

Sold subject to all taxes and municipal liens therein and to the following mortgages:

1. \$12,000.00 - due Jeanette Shipman - Recorded Mortgage Book 214, Page 305. (Satisfied: September 11, 1934)
2. \$12,000.00 - due Fannie S. Dalrymple - Recorded Mortgage Book 214, Page 307 (Satisfied: April 9, 1936)
3. \$6,000.00 - due W. Evan Dalrymple - Recorded Mortgage Book 325, Page 193 (Satisfied: March 25, 1933)

Miscellaneous Book 101, Page 209. - Receiver was appointed for First National Bank and Trust Company of Easton. Receiver to be FDIC. Thereafter, Francis B. Kelley was appointed liquidator.

DEED

| | | |
|---|---|----------------------------|
| The Federal Deposit Insurance Corporation, as Receiver of the First National Bank and Trust Company of Easton, Pennsylvania |) | Deed dated: May 18, 1944 |
| |) | Recorded: E - 75 - 231 |
| |) | Description: A |
| |) | Consideration: \$13,000.00 |
| |) | Acknowledged: May 18, 1944 |
| |) | Entered: June 1, 1944 |
| to |) | Warranty: None |
| J. Douglas Fackenthal |) | |

Whereas, the Comptroller of the Currency of the United States of America has duly consented to the sale by the said Receiver of all of those lots or pieces of ground with the buildings and improvements thereon erected situate in the City of Easton, County of Northampton and State of Pennsylvania, hereinafter described; and

Whereas, after petition filed therefor, the United States District Court for the Eastern District of Pennsylvania, as of M - 1979, has authorized and empowered the said Federal Deposit Insurance Corporation to grant, convey, transfer and set over the premises hereinafter described to J. Douglas Fackenthal.

The said Federal Deposit Insurance Corporation as Receiver aforesaid does hereby constitute and appoint Frances B. Kelly to

be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this deed before anyone having authority to take such acknowledgement.

DEED

J. Douglas Fackenthal and
Janet W. Fackenthal, his
wife

to

Nathan L. Reibman and
Jeanette F. Reibman, his
wife

) Deed dated: April 12, 1946
) Recorded: C - 79 - 103
) Description: A
) Consideration: \$1.00
) Acknowledged: April 12, 1946
) Entered: April 16, 1946
) Warranty: Special
)
)

GROUND RENT

NONE

DOWER CHARGE

NONE

ADVERSE CONVEYANCES

ADVERSE DEED

| | | |
|---------------------------|---|-----------------------------------|
| Nathan L. Reibman and |) | Deed dated: April 9, 1947 |
| Jeanette F. Reibman, his |) | Recorded: Deed Book B, Volume 81, |
| wife |) | Page 84 |
| |) | Description: B |
| to |) | Consideration: \$1,000.00 |
| |) | Acknowledged: April 9, 1947 |
| Henry D. Schafer, Jr. and |) | Entered: April 10, 1947 |
| Beulah A. Schafer, his |) | Warranty: General |
| wife |) | |

Reserving, nevertheless, the full and free, right and liberty to the parties of the first part, their tenants, servants, visitors and licenses, in common with all others, having the like right at all times hereafter with or without vehicles of any description, for all purposes connected with the use and enjoyment of the other lands of the parties of the first part, to pass, repass, load, and unload on, over and along the land hereby conveyed.

It is understood that said easement is retained upon the express understanding and condition that the same may be used by the parties of the first part, their heirs, executors, administrators, and assigns, in conjunction with the use of the parties of the second part, their successors, assigns and tenants; also that the parties of the first part, their successors, assigns and tenants, will be in no way bound to construct the roadway or to keep the same in repair, but that said roadway shall be constructed and kept in repair by and at the expense of the said parties of the second part, their heirs and assigns.

JUDGMENTS

NONE

MISCELLANEOUS

No actions at law or in equity have been instituted involving title to Description A.

1. By agreement between Robert R. Smith and James L. Smith, trading as Smith & Sons, and Pennsylvania Edison Company, dated December 20, 1927 and recorded in the office aforesaid in Miscellaneous Book 78, Page 154, the Pennsylvania Edison Company, its successors and assigns have a right to maintain a bracket on the building on these premises, for electric lines.

2. By adverse deed dated April 9, 1947 and recorded in the office aforesaid in Deed Book B, Volume 81, Page 84, Nathan L. Reibman and Jeanette F. Reibman, his wife, granted and conveyed unto Henry D. Schafer, Jr. and Beulah A. Schafer, his wife, a portion of land at the rear of these premises (10' X 30'). See Description B.

This same adverse deed contains the following reservations:

"Reserving, nevertheless, the full and free, right and liberty to the parties of the first part, their tenants, servants, visitors and licensees, in common with all other, having the like right at all times hereafter with or without vehicles of any description, for all purposes connected with the use and enjoyment of the other lands of the parties of the first part, to pass, repass, load and unload on, over and along the land hereby conveyed.

"It is understood that said easement is retained upon the express understanding and condition that the same may be used by the parties of the first part, their heirs, executors, administrators, and assigns, in conjunction with the use of the parties of the second part, their successors, assigns and tenants; also that the parties of the first part, their successors, assigns and tenants, will be in no way bound to construct the roadway or to keep the same in repair, but that said roadway shall be constructed and kept in repair, by and at the expense of the said parties of the second part, their heirs and assigns."

| | |
|--|--------------------------------------|
| No. 4-2 | Project CD-2 |
| Seller NATHAN L. & JEANETTE F. SHIBMAN | Date 8-6-76 |
| Address 31 NORTH 4TH STREET | At |
| WASTON, PA. | By <i>[Signature]</i> |
| SETTLEMENT | JUST COMPENSATION <i>[Signature]</i> |

| | | |
|--|-----------------|-------------|
| Consideration | | \$52,700 00 |
| Add: Taxes -- Current Year | 1976 CITY TAX | \$107 16 |
| Sewage & Water Rentals | 1976 COUNTY TAX | 58 90 |
| | | 166 06 |
| TOTAL CONSIDERATION | | \$52,866 06 |
| Less: Paid on Account | | |
| Taxes -- Current Year | | |
| Sewage & Water Rentals -- Current Period | | |
| Rent | | |
| LAFAYETTE TRUST BANK | \$29,011 00 | |
| PAYABLE UNDER SECTION 407 | | |
| OF THE PENNSYLVANIA EMINENT | | |
| DOMAIN CODE | | |
| Federal Revenue Tax | | |
| Notary Fee | | |
| Held For | | 29,011 00 |
| NET PROCEEDS OF SALE | | \$23,855 06 |

The above settlement examined and approved in consideration of which the disbursing representative is directed and authorized to make disbursement and payment in accordance herewith.

| | |
|---------------------------|------------------------------|
| SELLER <i>[Signature]</i> | PURCHASER <i>[Signature]</i> |
| ADDRESS | ADDRESS E. R. A. |

Prepared by: David J. Diliberto
Community Development
Easton, Pennsylvania
January 1980

Robert S. Lange
Historic American Buildings Survey
June 1980

PART II. ARCHITECTURAL INFORMATION

A. General Statement:

1. Architectural character: This building combines elements of both Greek Revival and Italianate styles. This is shown in the recessed doorways, the first floor cornice, curved wooden window hoods, and a projecting cornice with ornate curved brackets and detailed panels.
2. Condition of fabric: Presently, the condition of this building is fair, yet deteriorating.

B. Description of Exterior:

1. Over-all dimensions: This building measures 30' x 71', and is three bays wide and three stories tall.
2. Foundation: Stone foundation walls
3. Wall construction, finish and color: Red stretcher brick construction, unpainted.
4. Structural system, framing: Brick exterior bearing walls with wood floors.
5. Porches, stoops, balconies, bulkheads: Wood and metal fire escapes/porches at rear of building.
6. Chimneys: One at southeast corner of building.
7. Openings:
 - a. Doorways and doors: Entrance to upper levels at northern bay of first floor is through a recessed wooden door with glass panels, and a large square transom above. Entrance to commercial first floor is through a recessed wood and glass door located below the central bay.
 - b. Windows: The first floor has plate glass display windows; the second and third floors have double-hung 2/1 windows with wooden sills and curved wooden hoods.

8. Roof:

- a. Shape: flat
- b. Cornice: White ornate wood cornice at the roof line with curved wooden brackets and square panels. Above the first floor is a plain wood cornice which turns the corner of the building, running a few feet down the alley wall. This cornice is vertically framed with flat pilasters with projecting caps.

C. Description of Interior:

- 1. Floor plans: A partial basement with cement floor containing a concrete block fire proof heating room with a metal door.

The first floor contains retail space; with two large store rooms at the rear, and a powder room at the north side. The second and third floors contain two apartments, each of which has four rooms and a bath.

- 2. Stairways: There is a central stairway of wooden construction with varnished balusters.
- 3. Flooring: Linoleum tile throughout, except for asphalt tiles in two kitchens and pine flooring in another.
- 4. Wall and ceiling finish: Besides painted walls and ceilings, both second floor kitchens have papered ceilings, with one having a composite wainscoting.
- 5. Openings:
 - a. Doorways and doors: All have wooden trim and four panels. Some are painted white, others are varnished.

D. Site:

- 1. General setting and orientation: The building faces due west and is bounded by North Fourth Street on the west, 33-35 North Fourth Street on the north, Church Street on the south, and an empty lot on the east (rear). The surrounding streetscape is broken up by parking lots which separate many of the nineteenth century buildings.

Prepared by: David J. Diliberto
Community Development
Easton, Pennsylvania
January 1980

Robert S. Lange
Historic American Buildings Survey
June 1980

PART III. PROJECT INFORMATION

This project was undertaken for the Historic American Buildings Survey (HABS) by the City of Easton, Pennsylvania, in compliance with Executive Order 11593 and a Memorandum of Agreement with the Advisory Council on Historic Preservation as a mitigative effort in the project to demolish 31 North Fourth Street in the Easton Historic District. John A. Burns, AIA, and Emily J. Harris were the HABS project coordinators. Photographs were taken by J. Richard Thorne in November 1979. The written material was prepared by David J. Diliberto of Community Development of Easton, Pennsylvania, in January 1980. The records were edited and prepared for transmittal by Robert S. Lange of the HABS office in June 1980.